

## The Children's Justice Act Grant Program

*Request for Grant Application (RFGA)*

**CJ-CSG-13-3365-00**

<b><u>DEADLINE</u></b>	<p>Applications shall be submitted <b>on or before 3:00 p.m.</b> (Arizona time) <b>on <i>October 15, 2012</i></b> at Governor's Office for Children, Youth, and Families, 1700 W. Washington, Suite 230, Phoenix, AZ 85007. <b><u>TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.</u></b> <b>Please mail or deliver one (1) original document marked "ORIGINAL" and eight (8) copies.</b></p> <p><b>Applicants are cautioned not to rely on next day U.S. Postal mail services.</b> Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The Governor's Office is not responsible for packages delivered to locations other than Suite 230. All applications will be date stamped using the time clock in Suite 230 only.</p>
<b><u>SPECIAL ACCOMMODATIONS</u></b>	<p>Persons with a disability may request reasonable accommodation such as a language interpreter by contacting Sarah Bean, email: sbean@az.gov or via Fax (602) 542-1329. Requests should be made as early as possible to allow time to arrange the accommodation.</p>
<b><u>PRE-APPLICATION CONFERENCE</u></b>	<p>Prospective applicants are encouraged to attend a conference on September 5, 2012 at 1:30 p.m. (Arizona time) at the State Capitol, Executive Tower, 3<sup>rd</sup> Floor Conference Room, 1700 W. Washington, Phoenix, AZ. The purpose of the conference is to discuss and clarify this Request for Grant Application.</p>
<b><u>PROCUREMENT GUIDELINES</u></b>	<p>In accordance with A.R.S. §41-2701, competitive sealed grant applications for the services specified within this document will be received by the Governor's Office for Children, Youth and Families at the above specified location until the time and date cited. Grant applications received by the correct time and date will be opened and the name of each applicant will be publicly read.</p> <p>Grant applications must be in the actual possession of the Governor's Office for Children, Youth and Families on or prior to the exact time and date indicated above. <b>TELEFAXED, ELECTRONIC OR LATE GRANT APPLICATIONS WILL NOT BE CONSIDERED.</b></p> <p><b>Grant applications must be submitted in a sealed envelope with the Grant Application Number and the applicant's name and address clearly indicated on the envelope.</b></p>

	<p>All applications must be typewritten and a complete Grant Application returned along with the offer by the time and date cited above. Additional instructions for preparing a grant application are included within this document.</p> <p><b>Applicants are strongly encouraged to carefully read the entire Request for Grant Application document.</b></p>
<b><u>CONTRACT INFORMATION</u></b>	<p><b>GRANT TITLE:</b> The Children's Justice Act Grant Program</p> <p><b>CONTRACT TYPE:</b> Cost Reimbursement Sub-Grant</p> <p><b>CONTRACT TERM:</b> The term of the contract shall commence on January 1, 2013 and shall remain in effect until December 31, 2013 unless terminated, canceled or extended as otherwise provided herein.</p>
<b><u>CONTACT INFORMATION</u></b>	<p><b>Sarah Bean</b>  Governor's Office for Children, Youth and Families  Procurement Manager  Fax: (602) 542-1329  Email: <a href="mailto:sbean@az.gov">sbean@az.gov</a></p>
<b><u>CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER</u></b>	<p>The Children's Justice Act Grant Program CFDA number is 93.643. This number will be required for audits conducted in accordance with federal regulations.</p>
<b><u>MANDATORY SUB-GRANTEE ORIENTATION</u></b>	<p>Each successful applicant who is awarded will be required to attend a <b>MANDATORY</b> Sub-grantee Orientation. The time and location for this meeting will be detailed in an award letter. A fiscal representative AND a program representative will be <b>REQUIRED</b> to attend.</p>
<b><u>SPECIAL NOTE</u></b>	<p>All information submitted by the applicant is subject to disclosure and inspection by the public. If an applicant deems all, or part of their application to be proprietary, a written justification must be submitted to support non-disclosure.</p>
<b><u>NON-RESPONSIVE APPLICATIONS</u></b>	<p>Applications missing exhibits, solicitation amendments, financial documents, and any stated requirements presented in this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.</p>
<b><u>AMENDMENTS</u></b>	<p><b>It is the sole responsibility of applicants to check the Governor's website for any changes to this RFGA, <a href="http://gocyf.az.gov/Grants.asp">http://gocyf.az.gov/Grants.asp</a></b></p>



Janice K. Brewer  
Governor

State of Arizona  
Governor's Office for Children, Youth and Families

Cassandra A. Larsen  
Director

### OFFER AND ACCEPTANCE FORM (SPO FORM 203)

#### TO THE GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES:

The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the Governor's Office for Children, Youth and Families, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:

Name of Point of Contact Concerning this Application:

\_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification No.:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

#### CERTIFICATION

By signature in the Offer section above, the Applicant certifies:

1. The submission of the application did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. In accordance with A.R.S. §35-391 and A.R.S. §35-393, the applicant hereby certifies that the applicant does not have scrutinized business operations in Sudan or Iran.

#### ACCEPTANCE OF APPLICATION

The Application is hereby accepted.

The Applicant is now bound to perform as stated in the attached grant application, and based upon the RFGA solicitation document, including all terms, conditions, requirements, amendments, etc., and the Applicant's grant application as accepted by the State.

This grant shall henceforth be referred to as Grant No. \_\_\_\_\_.

The Applicant has been cautioned not to commence any billable work or to provide any material or service under this contract until Applicant receives a purchase order, contact release document or written notice to proceed.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Sarah Bean, Procurement Manager

# What is in this Request for Grant Application?

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## **What is Governor's Office for Children, Youth & Families?**

The Governor's Office for Children, Youth & Families (GOCYF) provides resources, promotes citizen engagement and leads innovative projects to strengthen and empower families and communities. To achieve the Governor's vision for healthy communities, the office is organized into several areas: Children, Community and Youth Development, Substance Abuse Policy and Women. Experienced and knowledgeable professionals with expertise in their particular areas staff each area and act as resources to our funded partners.

The GOCYF acts as a catalyst for overall systems changes. Our commissions advise and monitor initiatives and grant programs. The GOCYF convenes numerous commissions, councils and task forces which include: the Arizona Parents Commission on Drug Education and Prevention, the Arizona Substance Abuse Partnership, the Arizona Juvenile Justice Commission, the Governor's Commission to Prevent Violence Against Women, the Governor's Commission on Service and Volunteerism and the Governor's Youth Commission. To achieve its goal of community participation and inclusiveness, the commissions and councils are composed of diverse people representing a variety of geographic areas, ethnicities, interests, and professions.

## **What is The Children's Justice Act Grant Program?**

The Children's Justice Act Grant Program is a formula based program administered by the U.S. Department of Health and Human Services. The authorizing legislation for this grant program can be found at: [http://www.acf.hhs.gov/programs/cb/laws\\_policies/cblaws/capta/capta2010.pdf](http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/capta2010.pdf)

Section 107(a) of the Child Abuse Prevention and Treatment Act authorizes grants to States for the purpose of assisting in developing, establishing, and operating programs designed to improve:

- The handling of child abuse and neglect cases, particularly cases of child sexual abuse and exploitation, in a manner which limits additional trauma to the child victim.
- The handling of cases of suspected child abuse or neglect related fatalities.
- The investigation and prosecution of cases of child abuse and neglect, particularly child sexual abuse and exploitation.
- The handling of cases involving children with disabilities or serious health-related problems who are victims of abuse or neglect.

## **What is the Funding Source for this Grant?**

Funding is made available from the Crime Victims' Fund, which collects fines and fees charged to persons convicted of Federal crimes. The Fund is administered by the U.S. Department of Justice, Office of Victims of Crime. The Children's Justice Act Grant Program is administered by the Administration on Children, Youth and Families, U.S. Department of Health and Human Services, as outlined in Section 107 of the Child Abuse Prevention and Treatment Act (CAPTA), as amended, by the Keeping Children and Families Safe Act of 2003. The CFDA Number for the Children's Justice Act Grant is 93.643.

## **Who is Eligible to Apply for this Funding Opportunity?**

- Arizona non-profit 501(c)(3) organizations
- Arizona local, county or state government entities
- Arizona Tribal Nations and communities
- Any partnership of the above listed organizations (a fiscal agent must be designated)

## **What is the Total Amount of Available Funds?**

Based upon approval of funding, the total amount of funding available for this Request for Grant Application is approximately \$286,000. The average award amount is between \$15,000 and \$70,000 depending upon the number and quality of applications. Anticipated awards for this funding will be for one twelve month period, with a one-year renewable option contingent upon the availability of federal appropriations, compliance with terms and conditions, programmatic and financial performance, and through the submission of a renewal application. **The initial contract period for any resultant grant is anticipated to begin January 1, 2013 through December 31, 2013.**

## **What Will This Request for Grant Application Fund?**

Grant funds should be used to support the following categories from Section 107(e)(1)(A) (B) and (C) of the Children's Justice Act:

- Investigative, administrative, and judicial handling of cases of child abuse and neglect, including child sexual abuse and exploitation, as well as cases involving suspected child maltreatment related fatalities and cases involving a potential combination of jurisdictions, such as interstate, Federal-State, and State-Tribal, in a manner which reduces the additional trauma to the child victim and the victim's family and which also ensures procedural fairness to the accused. Potential activities may include, but are not limited to:
  - Training for professionals involved in the investigation and prosecution of child abuse and child exploitation cases.
  - Information technology that improves case tracking and reporting capabilities at advocacy centers and Interagency Council and Multidisciplinary Teams.
  - Updating forensic equipment to conduct investigations of child abuse and child exploitation.
- Experimental, model, and demonstration programs for testing innovative approaches and techniques which may improve the prompt and successful resolution of civil and criminal court proceedings or enhance the effectiveness of judicial and administrative action in child abuse and neglect cases, particularly child sexual abuse and exploitation cases, including the enhancement of performance of court-appointed attorneys and guardians ad litem for children, and which also ensure procedural fairness to the accused. Potential activities may include, but are not limited to:
  - Supporting the development and on-going operations of child and family advocacy centers in responding to child victims of abuse (case handling, processes for the investigation and prosecution of child abuse).
  - Increasing county protocol awareness and strengthening team responsibility for coordinating efforts and best practices through Interagency Councils (IACs) and Multidisciplinary Teams (MDTs).

**Note: Children's Justice Act Grant funding may not be used to support child abuse prevention programs or treatment services.** Children's Justice Act Grant funds are to be used for programs to reform State systems and improve the processes in responding to cases of child abuse and neglect, particularly child sexual abuse and exploitation and cases of suspected child abuse or neglect related fatalities.

### **How Do I Apply?**

Applicants will be required to submit the documents and exhibits/attachments being requested as outlined in this Request for Grant Application. To prepare your application, read this document and its exhibits/attachments. Follow the instructions and guidelines found in each of the document sections. Prepare a budget and budget narrative. **Refer to the Checklist on pages 32-33 to verify inclusion of all required documentation and the proper format.**

The Governor's Office for Children, Youth and Families shall be responsible for the overall management of the Children's Justice Act Grant Program. The Governor's Office for Children, Youth and Families is responsible for all activities related to submission, review of applications, awarding of contracts, and all subsequent program monitoring.

### **Applicant Contacts**

The Governor's Office for Children, Youth and Families will address questions regarding this Request for Grant Application, including technical specifications and the application process. For questions, please contact the Procurement Manager:

**Sarah Bean**  
**Procurement Manager**  
**sbean@az.gov**  
**fax: (602) 542-1329**

Applicants may not contact the employees of the Governor's Office for Children, Youth and Families regarding this procurement activity while the formal solicitation process is underway.

### **Please follow these instructions in preparing your grant application**

1. Read and familiarize yourself with all sections of this Request for Grant Application (RFGA) document.
2. Attend, if necessary, the Pre-Application Conference on September 5, 2012 at 1:30 p.m. (Arizona time), at the State Capitol, Executive Tower, 3<sup>rd</sup> Floor Conference Room, 1700 W. Washington St., Phoenix, Arizona 85007. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of the Governor's Office for Children, Youth and Families position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to the Governor's Office for Children, Youth and Families at the Conference. The Governor's Office for Children, Youth and Families will take all questions and concerns under consideration. Any material changes to the RFGA will be issued in a written amendment. Oral statements or instructions shall not constitute an amendment to the RFGA. Written amendments are posted to the Governor's website, <http://gocyf.az.gov/Grants.asp>. **It is the sole responsibility of the prospective**

**applicant to view the website for updated information.** Applicants **MAY NOT CONTACT** any employee of the Governor's Office for Children, Youth and Families concerning this solicitation while the formal solicitation process is underway. **Attendance at the Pre-Application Conference is encouraged, but not mandatory.**

3. **Submit one (1) original document marked "ORIGINAL" and eight (8) additional copies of your application.** The original copy of your application should be clearly marked "**ORIGINAL**". When submitting your application, ensure your organization name and the Request for Grant Application Number CJ-CSG-13-3365-00 is **CLEARLY** marked on the outside of the **SEALED** envelope/package. The Governor's Office for Children, Youth and Families will not provide any reimbursement for the cost of developing or presenting applications in response to this RFGA.
4. Grant Applications must be received by the Governor's Office for Children, Youth and Families, 1700 W. Washington, St., Suite 230, Phoenix, Arizona, 85007 **no later than 3:00 p.m. (Arizona time), October 15, 2012. TELEFAXED, ELECTRONIC OR LATE APPLICATIONS SHALL NOT BE ACCEPTED.** Applicants are cautioned not to rely on next day mail services. Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The Governor's Office is not responsible for packages delivered to locations other than Suite 230. All applications will be date stamped using the time clock in Suite 230 only.
5. Additional materials beyond the grant application requirements, such as promotional brochures, should not be added to the application package.
6. Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read publicly and recorded.
7. Applications shall be irrevocable for 150 days after the RFGA due date and time.
8. In the event that the applications received exceed the budget limitations, the Governor's Office for Children, Youth and Families reserves the option to request a reduction in the scope of the applicant's proposed program. If such an option is exercised by the Governor's Office for Children, Youth and Families, funds shall be awarded according to the ranking of scores. Revised budget documents will be required. The Governor's Office for Children, Youth and Families reserves the right to award contracts for less than the proposed budget amount. The Governor's Office for Children, Youth and Families also reserves the right to increase budget amounts if funds become available for additional distribution.
9. Keep a copy of this solicitation and your entire grant application. If awarded, the Sub-grantee shall be bound to the services listed by the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, clarification responses, etc.



## **HOW WILL THE APPLICATIONS BE EVALUATED?**

A review committee will evaluate applications and select those applications deemed susceptible for an award, based upon the following criteria:

### **Evaluation Criteria**

Needs Assessment	200 points
Goals and Objectives	200 points
Strategies and Approaches	200 points
Implementation Plan & Organizational Capacity	150 points
Resources and Budget	100 points
Evaluation Plan	150 points

**Note:** Applications must meet a threshold score of 700 points to be considered for funding.

**Those applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.**

## **TECHNICAL REQUIREMENTS**

Applications will be reviewed initially for compliance with technical requirements.

**APPLICATIONS MISSING EXHIBITS, SOLICITATION AMENDMENTS, FINANCIAL DOCUMENTS AND ANY STATED REQUIREMENTS PRESENTED THROUGHOUT THIS RFGA SHALL BE DEEMED NON-RESPONSIVE. NON-RESPONSIVE APPLICATIONS ARE NOT SUSCEPTIBLE FOR AWARD AND SHALL NOT BE EVALUATED.**

- ❑ Responses should be typed, single-spaced with one-inch margins or wider with a 12-point font used.
- ❑ Applications are NOT to be bound in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ❑ Applications should be single sided, NOT duplexed.
- ❑ Number all pages and include a table of contents that follows the checklist presented on pages 32-33. The table of contents shall reference page numbers. Page numbers may be labeled or handwritten, especially for forms not contained in the exhibit section (e.g. IRS 501(c)(3) tax exempt letter, solicitation amendments, etc.)
- ❑ **Enclose one (1) original document marked “ORIGINAL” and eight (8) additional copies.**
- ❑ A signed Offer and Acceptance (SPO Form 203) document must be submitted. **THIS DOCUMENT MUST HAVE AN ORIGINAL SIGNATURE.**
- ❑ Any amendments, if issued, must be submitted **SIGNED** as part of the application.
- ❑ All Exhibits and application requirements must be completed as instructed.
- ❑ The organization name and the Request for Grant Application Number CJ-CSG-13-3365-00 must be **CLEARLY** marked on the outside of the **SEALED** envelope/package.

## **APPLICATION REQUIREMENTS**

### **1. EXECUTIVE SUMMARY (Required - one page maximum)**

Provide a one-page narrative overview of the program that includes a brief summary of the need, program objectives, and strategies used to achieve program goals.

If applicable, provide a one-page overview of the forensic equipment and/or information technology that includes a brief summary of the need, purpose, and utilization.

### **2. NEEDS/RESOURCES (Required - two pages maximum, not including attachments)**

This component creates a foundation for the application by focusing on: problem identification; the targeted individuals or groups to be reached; other individuals or groups who will play a role in the development or implementation of the program; the gathering and analysis of data that will establish the needs to support the identified problem; and the identification of other resources currently directed toward the identified problem. Please address each point:

***Provide a narrative response to each of the following:***

- A. State the problem or issue addressed in this application.
- B. Based on the stated problem, what group(s) of people or communities will the program be targeting, i.e. your target population. Who are the other individual groups (collaborators) that are involved in the development and/or implementation of the proposed project?
- C. Identify the sources of the data, how that data was collected, and how that data relates to and validates the identified need.
- D. What resources (federal, state, local) in your community and/or within your organization are currently being directed toward the stated problem? How does this proposed project support those efforts or enhance your program efforts?

### **3. GOALS AND OUTCOME OBJECTIVES (Required - two pages maximum, not including attachments)**

This component captures the broad statements of intent (goals) and the measurable, time-specific outcomes (objectives) that will address the identified problem/needs. Goals are general and should reflect what changes are desired within your target population or community area (and should be relevant to the chosen focus area). Objectives should support the goals and should describe specific changes that will be accomplished within a certain period of time and are able to be measured.

**Exhibit K** must be completed and will be evaluated as part of the score for this section.

***Provide a narrative response to each of the following:***

- A. State the goal(s) that will address the identified problem/need/equipment/information technology.

- B. For each goal, identify an outcome objective(s) that:
  - i. Describes what will change in the targeted population/area (e.g. change in knowledge, behavior, attitudes).
  - ii. Quantifies how much will change (e.g. increase or decrease in numbers, percentages, etc.).
  - iii. Gives a specific date by which the change(s) will occur.
- C. Explain how the goals and outcome objectives are linked to the identified problem/needs.

**4. STRATEGIES/APPROACHES (Required - three pages maximum, not including attachments)**

This element identifies and describes the strategies chosen to reach the stated goals and outcome objectives.

***Provide a narrative response to each of the following:***

- A. Describe the strategies/approaches that will be used to meet the goals and objectives.
- B. Describe how the proposed strategies/approaches seek to improve processes and/or systems responding to cases of child abuse and neglect.
- C. Explain how the selected strategies/approaches fit with the identified problem/need and will lead to achieving the stated goals and objectives.
- D. Explain how the selected strategies/approaches apply to the target population and explain how the selected strategies/approaches are culturally competent, age appropriate and gender responsive.

**5. IMPLEMENTATION PLAN (Required - four pages maximum, not including attachments)**

This section focuses on the steps that must be taken to put the program strategies/approaches into action. It should be detailed and include all the elements that will be required to operationalize the strategies for the duration of the grant.

**Exhibit L** must be completed and will be evaluated as part of the score for this section.

**Implementation/Work Plan Activities**

- A. Complete Exhibit L. Sequentially list the activities needed to implement the strategies/approaches including timelines and responsibilities as they relate to the achievement of the process objectives.
- B. Describe the plan for recruiting and retaining participants/clients.
- C. Describe any anticipated barriers to participation and/or completion and your plans to overcome those barriers.
- D. Describe any training that will be needed for existing and/or new staff. How and when will this training be delivered?

- E. Describe your plan to continue this program beyond the existence of this grant funding. The plan for sustainability should extend beyond simply seeking state, federal or local grant funding to replace the current grant funding. The plan should identify strategies and action steps needed to sustain activities that achieve performance indicators and promote positive changes.
- i. Identify the diverse resource requirements needed to continue key activities after the life of the grant.
  - ii. Outline a plan to ensure that the impact of your program is sustainable beyond the presence of this grant funding. Identify strategies and action steps needed to sustain activities.
  - iii. Describe the mechanisms that are in place or will be developed to ensure the essential components of the program are sustained.
  - iv. Identify who will monitor the implementation of the sustainability plan.
  - v. Incorporate sustainability related objectives and associated activities into the goals and performance measures (Exhibit K) and implementation plan (Exhibit L).

## **Organizational Capacity and Infrastructure**

### ***Provide a narrative response to each of the following:***

- A. Describe your organization's capacity to implement and administer the proposed program. Provide examples of experience in implementing and administering related programs and the outcomes of those programs. **NOTE: Past performance on any grants from the Governor's Office for Children, Youth and Families, other state agencies, or other grants in general shall be taken into consideration in the evaluation of your application.** (Exhibit E)
- B. What capacity building will be needed to implement strategies/approaches? This may include additional resources, establishing or strengthening relationships with collaborators, increasing staff - both programmatic and fiscal, adding data or financial systems, contracting with Sub-recipients or providers, and necessary equipment.
- C. Describe staff accountabilities and qualifications - both programmatic and fiscal. List how much time each person will spend on the program. Include a brief description of how grants are fiscally administered in your organization. In addition, attach resumes for key individuals (your fiscal person is a key individual) involved in the project or job descriptions for positions to be filled. Provide an organization chart for the project. (Exhibit F)
- D. Complete the GOCYF Standard Data Collection Form. (Exhibit G)
- E. Complete Exhibit H. Describe your organization's Business Management System by completion of the Financial Systems Survey.
- F. Read and sign Exhibit I - ASSURANCES for Non-Construction Programs.

## 6. **RESOURCES AND BUDGET**

Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. Total funding may not be modified following award of the contract. After award, requests for line item modifications that do not change the total program funding and/or scope of work **must be requested in writing, and in a timely manner**. If approval of the change is granted, written authorization from the Governor's Office for Children, Youth and Families will be provided.

- A. List all resources that will be needed to implement and administer the strategies/approaches. These resources may involve curriculum, supplies, space, equipment, etc.
- B. Complete the attached budget sheets. (Exhibit B, C, and D)
- C. List all sources of funding currently received from the Governor's Office for Children, Youth and Families, other State or public agencies, Federal agencies, non-profit organizations and any other sources **that will be applied to the proposed program**. (Exhibit E)

## **FINANCIAL ASSESSMENT**

- D. Attach the following financial documents to the end of your completed application:

If your organization is subject to the requirements of the A-133 Single Audit Act, then attach two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

If your organization is not subject to A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

If your organization does not have a recently completed audit, attach two copies of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows, along with a description of the source of the documents.

**Note:** There is no match requirement for this program. Should you choose to include match in your proposed budget, those funds or in-kind services will be subject to monitoring by the Governor's Office for Children, Youth and Families.

## 7. **EVALUATION** (Required - three pages maximum, not including attachments)

This section addresses how the program is working and what can be done to make the program more effective. Evaluation should be directly connected to both the process objectives included in the Implementation Plan and the outcome objectives stated. The process evaluation should measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses. The outcome evaluation should determine the extent the program

has accomplished the stated goals and outcome objectives. **NOTE:** Sub-grantees will be expected to maintain timely data and may receive requests to demonstrate the impact of the program between formal reporting periods.

***Provide a narrative response to the each of the following:***

- A. Who will have overall responsibility for the process and outcome evaluations?
- B. What resources (e.g. personnel, supplies, etc.) will be needed to evaluate the program?

**Process Evaluation**

- B. Complete last column of Exhibit K [How will each process objective be measured (e.g. attendance sheets, adequacy of materials and resources, participant satisfaction surveys, etc.)?]
- C. Describe the plan for evaluating the process objectives including timelines for collecting and analyzing data. Who will have overall responsibility for the process evaluation?
- D. What data will be used? How will this data be collected and who will collect it? How will this data be organized once it has been collected? What procedures will be put in place to assure the quality of your data (e.g. training for data collectors, data collection forms, timeliness in administering tools)?
- E. How will this data be analyzed?
- F. If using satisfaction surveys, what strategies will be put into place to ensure surveys are completed and returned?

**Outcomes Evaluation**

The outcome evaluation design/methodology must include valid, reliable assessment tools and include pre and post measurements. Include a sample of the evaluation tool(s) (e.g. pre/post tests) that will be used to measure each of the outcome objectives.

- A. Describe the plan for evaluating the outcome objectives including timelines for collecting and analyzing data.
- B. What data will be used? How will this data be collected and who will collect it? How will this data be organized once it has been collected? What procedures will be put in place to assure the quality of the data (e.g. training for data collectors, data collection forms, timeliness in administering tools)?
- C. How will this data be analyzed and distributed?
- D. If using satisfaction surveys and/or pre/post-tests, what strategies will be put into place to ensure surveys and/or pre/post-tests are completed and returned?

## PROGRAM SPECIFIC REQUIREMENTS

The following restrictions and requirements shall apply to all applications:

- I. The Governor's Office for Children, Youth and Families shall be responsible for overall management of the Children's Justice Act Grant Program. Awardees will be provided a contact name and number for staff responsible for management of this program. Program monitoring will be the responsibility of the Governor's Office for Children, Youth and Families and fiscal monitoring will be the responsibility of the Governor's Accounting Office.
- II. Keep a copy of this solicitation and your entire grant application. If awarded, the Sub-grantee shall be bound to the services listed in the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, clarification responses, etc.
- III. No construction costs are permitted.
- IV. The Sub-grantee shall submit quarterly progress narrative program reports. The reports shall be due and shall contain such information as deemed necessary by the Governor's Office for Children, Youth and Families. Failure to submit timely reports may result in suspension of reimbursement.
- V. The Sub-grantee shall notify the Governor's Office for Children, Youth and Families in writing, **thirty (30) calendar days in advance**, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment issued by the Governor's Office for Children, Youth and Families.
- VI. The Sub-grantee shall be paid on a cost-reimbursement basis. The Sub-grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Sub-grantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. **Sub-grantee shall submit a final reimbursement request no more than thirty (30) days after the contract end for expenses obligated prior to the date of contract termination.** All expenses must be paid prior to the final reimbursement request. Requests for reimbursement received later than thirty (30) days after the contract termination will not be paid. **If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office for Children, Youth and Families.**
- VII. Food costs related to per diem amounts designated in your organization's travel policy are allowable. If awarded, throughout the entire contract term, prior approval from the GOCYF must be obtained for any and all potential food costs related to workshops and meetings.
- VIII. Financial reimbursements must be sent to:  
Esther Hernandez, Grant Auditor  
Governor's Accounting Office  
1700 West Washington, Suite 500  
Phoenix, Arizona 85007

- IX. Programmatic reports and requests for program and budget changes must be sent to:  
Ashley Miles, Program Administrator  
Governor's Office for Children, Youth and Families  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007
- X. Notwithstanding any other payment provision of this contract, failure of the Sub-grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault of negligence of the Sub-grantee.
- XI. An Applicant who takes exception to any portion of the solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Applicant is taking exception to a section or sections of the Solicitation, the Applicant shall designate a section in the application entitled "Exceptions." Taking exception to the terms and conditions of the solicitation may result in an application receiving a lower evaluation score. Low evaluation scores may result in the application being determined not susceptible of award. Any exception to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the Governor's Office for Children, Youth, and Families and the State of Arizona.

### **TERMS AND CONDITIONS**

- I. Term of Contract: The term of the contract shall commence January 1, 2013 and shall remain in effect until December 31, 2013 contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein. This is a twelve month contract, with a one-year renewable option, contingent upon the availability of federal appropriations, compliance with terms and conditions, programmatic and financial performance, and through the submission of a renewal application.
- II. Sub-grantee Assurances: Sub-grantee agrees to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Governor's Office for Children, Youth and Families will provide the financial, programmatic and administrative guidelines and statutory program purposes for the Children's Justice Act Grant Program, including guidelines for requirements of the Crime Victims' Fund as amended. The Sub-grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds. The authorizing legislation for this grant program can be found at:  
[http://www.acf.hhs.gov/programs/cb/laws\\_policies/cblaws/capta/capta2010.pdf](http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/capta2010.pdf)
- III. Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 8) and Uniform Terms and Conditions (Rev 8) are incorporated into this contract as if fully set forth herein. Applicants are encouraged to obtain these documents. Applicants may obtain copies at the Arizona State Procurement Office website at [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp).



- IV. Program Standards: The provisions of Section 107 of the Child Abuse Prevention and Treatment Act and Victims of Crime Act of 1984, as amended, apply to any grant contract awarded.
- V. Administrative Requirements: The following regulations from Title 45 of the Code of Federal Regulations (CFR) apply to any grant contract awarded:
- 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
  - 45 CFR Part 30 – Claims Collection;
  - 45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
  - 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
  - 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
  - 45 CFR Part 82 – Government wide Requirements for Drug-Free Workplace (Financial Assistance);
  - 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
  - 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
  - 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
  - 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
  - 45 CFR Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments;
  - 45 CFR Part 93 – New Restrictions on Lobbying;
  - 45 CFR Part 97 – Consolidation of Grants to Insular Area;
  - 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities.
- VI. Religious Activities: Contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found in the HHS website at <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.
- VII. Public Law 103-333: In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the grant award:
- Section 507: “Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research

grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

- VIII. Pro-Children Act of 1994: In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid fund, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- IX. Each successful applicant who is awarded \$25,000 or more must provide the following prior to a contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.
- X. FFATA Reporting Requirements: In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Contractor is required to provide information, as applicable, in Attachment B, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).
- XI. Funding: Requested funding must be submitted in an all-inclusive basis. The Governor’s Office for Children, Youth and Families will only reimburse costs included on the Sub-grantee’s approved budget.
- XII. Contract Renewal: The contract shall not bind nor purport to bind the Governor’s Office for Children, Youth and Families for any contractual commitment in excess of the original contract period or amount. The Governor’s Office for Children, Youth and Families shall have the right, at its sole option, to renew the contract.
- XIII. Key Personnel: It is essential that the Sub-grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Sub-grantee must assign specific individuals to the key programmatic and fiscal positions.

- XIV. Multiple Awards: In order to ensure adequate coverage of the Governor's Office for Children, Youth and Families requirements, multiple awards may be made.
- XV. Audit of Records: In accordance with A.R.S. §35-214 and §35-215, the Sub-grantee shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the Sub-grantee shall produce the original of any or all such records within a reasonable time after the request.
- XVI. Single Audit: In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations."

- If your organization is subject to the requirements of the A-133 Single Audit Act, then attach two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- If your organization is not subject to A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.
- If your organization does not have a recently completed audit, attach two copies of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

The audit submission requirement applies to each grant award year. A copy of the Subgrantee's A-133 or annual audit with any findings shall be provided to the Governor's Accounting Office within thirty (30) days following the annual audit, but no later than nine months following the end of the Subgrantee's fiscal year. If your organization does not have a current audit completed, the written correspondence requesting an extension must be attached. The correspondence must indicate the timeframe for completion and/or the requested extension date. Information on Federal Single Audits, OMB Circular A-133 may be found on OMB's website at [www.omb.gov/grants](http://www.omb.gov/grants).

- XVII. Uniform Administrative Requirements and Cost Principles: Subgrantees must comply with the applicable uniform Administrative requirements and Cost Principles as indicated in the table below. This information may be reviewed in greater detail at the following links:

Administrative Requirements	
OMB Circular A-102	"Grants and Cooperative Agreements with State and Local Governments."
2 CFR Part 215	"Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (28 CFR Part 70)
Cost Principles	
2 CFR Part 220	"Cost Principles for Educational Institutions (28 CFR Part 66)
2 CFR Part 225	"Cost Principles for State, Local, and Indian Tribal Governments" (28 CFR Part 66)
2 CFR Part 230	"Cost Principles for Non-Profit Organizations"
Audit Requirements	
OMB Circular A-133	"Audits of States, Local Governments, and Non-Profit Organizations" (28 CFR Parts 66 and 70)

- XVIII. Monitoring Requirements: Sub-grantee acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.
- XIX. Audit Trails: Sub-grantee shall maintain proper audit trails for all reports related to this contract. The Governor's Office for Children, Youth and Families reserves the right to review all program records, including fiscal and programmatic records.
- XX. Fund Management: The Sub-grantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Sub-grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Governor's Office for Children, Youth and Families reserves the right to review all business systems policies.

- XXI. Non-Discrimination/Civil Rights: All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 09-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in

employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Sub-grantee agrees to comply, and will require any subcontractor(s) to comply with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

In accordance with A.R.S. §41-1461 et seq., Sub-grantee shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Sub-grantee shall comply with the Americans with Disabilities Act.

- XXII. Compliance With Applicable Laws: All parties to this agreement shall comply with all applicable federal, state and local laws.
- XXIII. Licenses: Sub-grantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Sub-grantee.
- XXIV. Amendments: Any change in the contract, including changes to the scope of work and/or material budget changes described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Sub-grantee and the Governor's Office for Children, Youth and Families. The Governor's Office for Children, Youth and Families may approve or reject any request for an amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Sub-grantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Sub-grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- XXV. Availability of Funds for the Next Fiscal Year: In accordance with A.R.S. §35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by

the Sub-grantee in support of this Agreement. The Governor's Office for Children, Youth and Families obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made and based on program performance.

- XXVI. Subcontractors: The Sub-grantee shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Governor's Office for Children, Youth and Families. The Sub-grantee understands and agrees that no subcontract that the Sub-grantee enters into shall in any way relieve the Sub-grantee of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this Contract, the Sub-grantee is not an employee or agent of the Governor's Office for Children, Youth and Families. In the event the Sub-grantee elects to retain a subcontractor, the Sub-grantee hereby agrees to hold harmless, indemnify and defend the Governor's Office for Children, Youth and Families, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Sub-grantee.
- XXVII. Paragraph Headings: The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.
- XXVIII. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- XXIX. Force Majeure: If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of god, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.
- XXX. Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Applicants shall declare all anticipated offshore services in the application.
- XXXI. Arbitration: In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes (Title 41).
- XXXII. Partial Invalidity: Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

- XXXIII. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.
- XXXIV. Authority to Execute this Contract: Each individual executing this Contract on behalf of the Sub-grantee represents and warrants that he or she is duly authorized to execute this Contract.
- XXXV. Entire Contract: This Contract and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Terms and Conditions, Section XXV, Amendments of this Contract; provided, however, that the Governor's Office for Children, Youth and Families shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The Sub-grantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
- XXXVI. Assignment and Delegation: Sub-grantee may not assign any rights hereunder without the express, prior written consent of both parties.
- XXXVII. Indemnification: Sub-grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Sub-grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Sub-grantee from and against any and all claims. It is agreed that Sub-grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Sub-grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Sub-grantee for the State of Arizona.
- XXXVIII. Public Agency Language Only - Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act,

omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXXIX. Insurance Requirements: The Sub-grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Sub-grantee, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Sub-grantee from liabilities that might arise out of the performance of the work under this contract by the Sub-grantee, its agents, representatives, employees or subcontractors, and Sub-grantee is free to purchase additional insurance.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Sub-grantee shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor's Office for Children, Youth and Families, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

##### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |



- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Sub-grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-grantee.

## **2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Sub-grantee, involving automobiles owned, leased, hired or borrowed by the Sub-grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-grantee.

## **3. Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-grantee.
- b. This requirement shall not apply to: Separately, EACH Sub-grantee or subcontractor exempt under A.R.S. §23-901, AND when such Sub-grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### **4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Sub-grantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

#### **B. ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Sub-grantee, even if those limits of liability are in excess of those required by this Contract.
2. The Sub-grantee's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Sub-grantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### **C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington, Suite 230, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

#### **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sub-grantee from potential insurer insolvency.

#### **E. VERIFICATION OF COVERAGE**

Sub-grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington St., Suite 230, Phoenix, AZ 85007)**. The Governor's Office for Children, Youth and Families project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

#### **F. SUBCONTRACTORS**

Sub-grantees' certificate(s) shall include all subcontractors as insureds under its policies or Sub-grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **G. APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **H. EXCEPTIONS**

**In the event the Sub-grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Sub-grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.**

- XL. Confidentiality of Records: Sub-grantee shall establish and maintain procedures and controls that are acceptable to the Governor's Office for Children, Youth and Families for the purpose of assuring that no information contained in its records or obtained from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Governor's Office for Children, Youth and Families. The Sub-grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Sub-grantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
- XLI. Confidential Information: If a person believes that any portion of a proposal, bid, offer, application, specification, protest or correspondence contains information that should be withheld, then the Procurement Manager for the Governor's Office for Children, Youth and Families shall be so advised in writing (price is not confidential and will not be

withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. §41-2611 through §41-2616.

XLII. Cancellation: The Governor's Office for Children, Youth and Families reserves the right to cancel the whole or any part of the contract due to failure of the Sub-grantee to carry out any term, promise, or condition of the contract. The Governor's Office for Children, Youth and Families will issue a written ten (10) day notice of default to the Sub-grantee for acting or failing to act as in any of the following:

- The Sub-grantee provides personnel that do not meet the requirements of the contract.
- The Sub-grantee fails to perform adequately the services required in the contract.
- The Sub-grantee attempts to impose on the Governor's Office for Children, Youth and Families, personnel that are of an unacceptable quality.
- The Sub-grantee fails to furnish the required product within the time stipulated in the contract.
- The Sub-grantee fails to make progress in the performance of the requirements of the contract and/or gives the Governor's Office for Children, Youth and Families a positive indication that the Sub-grantee will not or cannot perform to the requirements of the contract.

If the Sub-grantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, The Governor's Office for Children, Youth and Families may cancel the contract. If the Governor's Office for Children, Youth and Families cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

XLIII. Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Sub-grantee receives written notice of cancellation unless the notice specifies a later time.

XLIV. Termination: The Governor's Office for Children, Youth and Families reserves the right to terminate the Contract at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Sub-grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-grantee under the Contract shall become the property of and be delivered to the State upon demand. The Sub-grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- XLV. **Suspension or Debarment Status:** If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.
- XLVI. **Suspension or Debarment Certification:** By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.
- XLVII. **Restrictions on Lobbying:** The Sub-grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.
- XLVIII. **Fingerprinting:** The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Sub-grantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any Sub-grantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Sub-grantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

- XLIX. **Ownership of Information:** The Governor's Office for Children, Youth and Families reserves the right to review and approve any publications funded or partially funded through this contract.

- L. All publications funded or partially funded through this contract shall recognize the U.S. Department of Health and Human Services, Administration on Children, Youth and Families and the Governor's Office for Children, Youth and Families as the funding source.
- LI. Counterparts: This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.
- LII. Federal Immigration And Nationality Act: The Sub-grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Sub-grantee shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of the Sub-grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Sub-grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the Sub-grantee. The Sub-grantee shall require all subcontractors to abide by this provision during the term of the Agreement.
- LIII. E-Verify Requirements: To the extent applicable under A.R.S. §41-4401, the Sub-grantee and its subcontractors warrant compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. The Sub-grantee shall require all subcontractors to abide by this provision during the term of the Contract.

## **Exhibits:**

- Exhibit A: Checklist
- Exhibit B: Funds Requested Page
- Exhibit C: Line Item Budget
- Exhibit D: Budget Narrative
- Exhibit E: Disclosure Form of Other Funding Sources
- Exhibit F: Personnel Staff Overview
- Exhibit G: GOCYF Standard Data Collection Form
- Exhibit H: FFATA Form
- Exhibit I: GOCYF Financial Systems Survey
- Exhibit J: Assurances for Non-Construction Programs
- Exhibit K: Civil Rights Checklist
- Exhibit L: Goals and Performance Measures
- Exhibit M: Implementation Plan
- Attachment A: Sample Certificate of Insurance

## **EXHIBIT A**

### **Checklist**

The Children's Justice Act Grant Program  
RFGA No. CJ-CSG-13-3365-00

Name of Organization: \_\_\_\_\_

**Applications missing exhibits, solicitation amendments, financial documents, and any stated requirements presented in this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.**

#### **Checklist:**

Use the following list to make sure your Grant Application for the Children's Justice Act Grant is complete and meets the requirements specified in this request for grant applications. Please submit your application materials following the order of the checklist:

- ☐ **One (1) original document marked "ORIGINAL", and eight (8) additional copies.**
- ☐ Completed and signed Offer and Acceptance Form (SPO form 203).
- ☐ Checklist, completed, signed and attached, Exhibit A.
- ☐ Page numbers are included on all pages, in sequence and a table of contents is included with page numbers referenced.
- ☐ Solicitation Amendment(s), signed and submitted, if issued.
- ☐ Submit your most recent IRS 501(c)(3) tax exempt letter, if your organization is a non-profit.
- ☐ Project Executive Summary.
- ☐ Funds requested page, completed, signed and attached, Exhibit B.
- ☐ Line Item Budget, completed, signed and attached. Sample included in Exhibit C.
- ☐ Budget narrative for requested amount completed, signed, and attached, Exhibit D.
- ☐ Disclosure form of other funding sources, completed, signed, and attached, Exhibit E.
- ☐ Program narrative.
- ☐ Staff Overview, completed and attached, Exhibit F. Resumes and/or job descriptions and Organization Chart attached.
- ☐ Standard Data Collection Form, completed and attached, Exhibit G.
- ☐ FFATA Form, completed and attached, Exhibit H
- ☐ Financial Systems Survey, completed and attached, Exhibit I
- ☐ Assurances for Non-Construction Programs, signed and attached, Exhibit J.
- ☐ Civil Rights Compliance Checklist, completed and attached, Exhibit K
- ☐ Goals and Performance Measures, completed and attached, Exhibit L.



- ☐ Implementation Plan, completed and attached, Exhibit M.
- ☐ Proof of current registration in the Central Contractor Registration database.
- ☐ If your organization is subject to the requirements of the A-133 Single Audit Act, submit two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs.

OR:

- ☐ If your organization is not subject to A-133, submit two copies of the most recently completed audited financial statements with the Management Letter, Findings and Questioned Costs.

OR:

- ☐ If your organization does not have a recently completed audit, attach two copies of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.
- ☐ Applications should be in twelve point font or larger, single-spaced, with one inch margins or wider and single sided, NOT duplexed.
- ☐ All documents requiring signatures should have **ORIGINAL** signatures.
- ☐ Do **NOT** bind your application in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ☐ When submitting your application, ensure your organization name and the Request for Grant Application Number **CJ-CSG-13-3365-00** is **CLEARLY** marked on the outside of the **SEALED** envelope/package.
- ☐ All applications are date stamped by the time clock in the Governor's Office for Children, Youth and Families, 1700 W. Washington, Suite 230, Phoenix, AZ 85007.
  - It is the responsibility of each applicant to ensure their application is delivered to the Governor's Office for Children, Youth, and Families **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc. Verify that your express delivery service provider delivers packages directly into Suite 230.
  - Applicants are cautioned not to rely on next day U.S. Postal mail services. Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The GOCYF is not responsible for packages delivered to locations other than the Governor's Office for Children, Youth and Families, 1700 W. Washington, Suite 230, Phoenix, AZ 85007.

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The point of contact concerning this application is referenced on the Offer and Acceptance Form.

\_\_\_\_\_, Date \_\_\_\_\_

Signature by the Point of Contact for Application

Job Title \_\_\_\_\_

**GOCYF Staff Use Only**

Name: \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## **EXHIBIT B**

### **Funds Requested Page**

1. The offeror must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for The Children's Justice Act Grant Program.

\$\_\_\_\_\_ Total Funds Requested

2. Are you submitting this application for your proposed program as a faith-based organization?

☐ YES      ☐ NO

3. What is the target population for your proposed program?

TARGET POPULATION:\_\_\_\_\_

4. What number of participants will be served through this program?

NUMBER TO BE SERVED:\_\_\_\_\_

5. What is the focus of the program (check all that apply)?

- Investigative, administrative, and judicial handling of cases of child abuse and neglect, including child sexual abuse and exploitation, as well as cases involving suspected child maltreatment related fatalities and cases involving a potential combination of jurisdictions, such as interstate, Federal-State, and State-Tribal, in a manner which reduces the additional trauma to the child victim and the victim's family and which also ensures procedural fairness to the accused. Potential activities may include, but are not limited to:
  - \_\_\_\_\_ Training for professionals involved in the investigation and prosecution of child abuse and child exploitation cases.
  - \_\_\_\_\_ Information technology that improves case tracking and reporting capabilities at advocacy centers and Interagency Council and Multidisciplinary Teams.
  - \_\_\_\_\_ Updating forensic equipment to conduct investigations of child abuse and child exploitation.
  - \_\_\_\_\_ Other:\_\_\_\_\_
- Experimental, model, and demonstration programs for testing innovative approaches and techniques which may improve the prompt and successful resolution of civil and criminal court proceedings or enhance the effectiveness of judicial and administrative action in child abuse and neglect cases, particularly child sexual abuse and exploitation cases, including the enhancement of performance of court-appointed attorneys and guardians ad litem for children, and which also ensure procedural fairness to the accused. Potential activities may include, but are not limited to:
  - \_\_\_\_\_ Supporting the development and on-going operations of child and family advocacy centers in responding to child victims of abuse (case handling, processes for the investigation and prosecution of child abuse).

- \_\_\_\_ Increasing County protocol awareness and strengthening team responsibility for coordinating efforts and best practices through Interagency Councils (IACs) and Multidisciplinary Teams (MDTs).
- \_\_\_\_ Other: \_\_\_\_\_

6. Is your proposed program an expansion and/or enhancement to an established program?

☐ YES      ☐ NO

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## **EXHIBIT C**

### **SAMPLE Line Item Budget**

This exhibit is provided as an example only. While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Contracted/Professional Services, Travel (In-State/Out of State), Pass-Thru, Other Operating Expenses and Administrative/Indirect Costs. **Please round budget category totals to the nearest dollar.**

**Budget period: January 1, 2013 – December 31, 2013**

<b>Budget Category</b>	<b>Line Item</b>	<b>Requested Funds</b>	<b>Total Cost</b>
<b>Personnel</b>	Project Director, Bob Williams, 75%, 12 months, (\$45000 X .75 = \$33750)	\$33750	\$33750
	Project Specialist, Linda Smith, 25%, 12 months, (\$35000 x .25 = \$8750)	\$8750	\$8750
<b>Fringe Benefits</b>	Agency Rate (18%)- Budget narrative should provide calculation of how agency rate was determined. (42,500 x .18 = \$7650)	\$7650	\$7650
<b>Contracted/Professional Services</b>	Evaluation – Program Evaluation (GHJ Evaluation, Inc.)	\$1,000	\$1,000
<b>In-State Travel</b>	Linda Smith to attend program related workshop in Tucson (200 miles x .445/mile)	\$89	\$89
<b>Out of State Travel</b>	Bob Williams to attend mandatory training in Los Angeles, CA (Hotel \$129/night x 1 night; Per Diem \$44/day x 1 day; Airfare \$200)	\$373	\$373
<b>Pass-Thru</b>	Please see narrative.		
<b>Other Operating Expenses</b>	Postage (\$100/month x 12 months for monthly flier)	\$1,200	\$1,200
	Telephone for Bob Williams (\$90/month x 12 months)	\$1,080	\$1,080
<b>Administrative/Indirect Costs</b>	Please see narrative.		
<b>Total</b>		\$53,892	\$53,892

**\*As shown, a line item budget justification for each component MUST be included in the application that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens applications. See the following page for budget narrative format.**

\_\_\_\_\_  
**Authorized signature**

\_\_\_\_\_  
**Date**

## **EXHIBIT D**

### **SAMPLE Budget Narrative**

The purpose of the budget narrative is to provide greater detail on the budget line items and the requested amounts. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

**Personnel:** Include information such as position title(s), name of employee (if known), annual salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. If you need additional fiscal personnel to manage this grant, include those costs also. Provide the calculation used to determine the requested funding amount for each individual (i.e. Bob Williams \$45000 Annual Salary x .75 FTE = \$33,750).

All organizations that receive Federal funds are required to maintain appropriate documentation to support salaries and wages per the 2 CFRs (Personal Activity Reports, Time and Effort Reports, Certifications, etc.). All organizations will be monitored to assure compliance with this requirement. Please review the appropriate 2 CFR for your organization.

**Fringe Benefits:** Provide a list of the fringe benefit costs and their respective percent of salary (See example below). Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined.

Example list:

Fringe Benefit	Percent of Salary
Payroll Tax	.094
Worker's Comp	.020
Medical and Dental Insurance	.066
Total Fringe Benefit Rate	.18

**Contracted Services/Professional Services:** If contracted services/professional services are proposed in the budget, define how the costs for these services were determined and provide justification for the services related to the project. This category includes Evaluation Services. Information for Evaluation Professional Services should include who will be performing the evaluation, the type of work to be performed, and a listing of all applicable rates. Provide the units x rate calculation to show how the requested funding amount was determined (i.e. 20 Hours x \$50/hr = \$1,000). Explain how all contracts will be procured. The Sub-grantee will be required to submit a copy of the executed contract before any related costs will be reimbursed.

**Travel:** Travel costs are according to the Applicant's written policy. Include a detailed breakdown of the travel costs (i.e. lodging, mileage, per diem, etc.) Indicate the location(s) of travel, the justification for travel as it relates to the program, and how many employees will attend.

Food costs related to per diem amounts designated in your organization's travel policy are allowable. If awarded, throughout the entire contract term, prior approval from the GOCYF must be obtained for any and all potential food costs related to workshops and meetings.

**Pass Through/Subgrants:** In the event that this application represents a collaboration and the Applicant will be utilizing other Sub-grantees to perform various components of the program, include the Sub-grantee name, the work the Sub-grantee will perform, the dollar limit of the subgrant and how it was determined, and the term of the subgrant). Also include monitoring policies that will be utilized to assure compliance.

**Supplies and Operating Expenses:** List the supplies and other operating expenses and justify the need for the items. Identify the monthly cost for re-occurring expenses (i.e. rent, utilities, general office supplies, printing, etc.) If building rent is requested, please indicate the method used to allocate the appropriate amount of rent to the program. Provide the item cost for infrequent purchases (i.e. telephone unit, registration fee, training cost, etc.). All purchases should be made according to the Applicant's written procurement policy, which at a minimum must contain the federal procurement guidelines for federal grants.

**Administrative/Indirect Costs:** Administrative costs are the general or centralized expenses necessary for the overall administration of an organization. Administrative costs do not include particular project costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in the Office of Management and Budget Circulars 2 CFR 220, 2 CFR 225, and 2 CFR 230.

For the purposes of this grant, Sub-grantees may be permitted an allocation for administrative costs under one of the following:

**Scenario A: Administrative Costs:** If the Applicant does not have a federally approved indirect cost rate, the Applicant may include an allocation for administrative costs for up to 10% of the total direct funds requested.

Provide a list of the Applicant's requested administrative costs items and the corresponding cost of each item. Also, include a copy of the written allocation policy for these costs.

**Scenario B: Federally Approved Indirect Costs:** If the Applicant has a federally approved indirect cost rate agreement in place, the Applicant may include an allocation for indirect costs for up to 10% of the total direct funds requested. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## **EXHIBIT E**

### **Disclosure of Other Funding Sources**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding **for the proposed program\***. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>End Date (If Applicable)</b>
<b>TOTAL:</b>			

**\*This table should include only those funds that will support the program detailed in this application.**

Authorized Signature\_\_\_\_\_ Date\_\_\_\_\_

Job Title\_\_\_\_\_

## **EXHIBIT F**

### **Staff Overview**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

**In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	



## **EXHIBIT G**

### **Governor's Office for Children, Youth and Families Standard Data Collection Form for the Grant Management Information System (GIMS)**

#### **A. Fiscal Agency Information:**

Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Position \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_  
County \_\_\_\_\_

Contract Signer \_\_\_\_\_ Position \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ County \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

Agency Classification: \_\_\_\_\_ State Agency \_\_\_\_\_ County Government \_\_\_\_\_ Local Government \_\_\_\_\_ Schools \_\_\_\_\_ Tribal  
\_\_\_\_\_ Faith Based \_\_\_\_\_ Non-Profit \_\_\_\_\_ Other \_\_\_\_\_

Have you previously conducted business with the State using this EIN: **Y** **N.** If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your application. <http://www.gao.state.az.us/onlineforms>

In which Congressional (Federal) District is your agency? Enter District # \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? \$ \_\_\_\_\_

What is your organization's fiscal year-end date? \_\_\_\_\_

Accounting Method: \_\_\_\_\_ Cash \_\_\_\_\_ Accrual \_\_\_\_\_ Modified

Is your organization subject to the requirements of an annual independent audit in accordance with OMB Circular A-133? **Y** **N**

Please provide contact information of the audit firm conducting your audit:

Agency \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**B. Program Agency Information:**

Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Position \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_  
County \_\_\_\_\_

**B. Proposed Program Information / Description:**

Amount requesting: \_\_\_\_\_  
Service area of proposed program: \_\_\_\_\_  
Target population of proposed program: \_\_\_\_\_  
Number of participants to be served: \_\_\_\_\_

Please provide a **brief** description of the **proposed program** in 1 or 2 paragraphs.

## **EXHIBIT H**

### **FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements**

**This section must be completed for any awards greater than or equal to \$25,000**

Name of Entity Receiving Award	<input type="text"/>
Amount of Award	<input type="text"/>
Funding Agency	<input type="text"/>
CFDA number	<input type="text"/>
Award Title	<input type="text"/>
Location: City	<input type="text"/>
State	<input type="text"/>
Zip Code Plus Four	<input type="text"/>
Congressional	<input type="text"/>

DUNS number	<input type="text"/>
Brief Description of Program:	<input type="text"/>

1) Is 80% or more of annual gross revenues from Federal awards?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2) Do you receive \$25 million or more annually from Federal awards?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**If you answered Yes to both questions, you must provide the following:**

**Names and Total Compensation of Top Five paid executives:**

1#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#: Name	<input type="text"/>	Total Compensation	<input type="text"/>

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**For Governor's Office Staff Only**

Contract Start Date	<input type="text"/>	Contract #	<input type="text"/>
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**EXHIBIT I**  
**Governor's Office for Children, Youth and Families**  
**Financial Systems Survey**

Name of Applicant: \_\_\_\_\_

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, the Governor's Office for Children, Youth and Families awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Is your organization subject to the requirements of the A-133 Single Audit Act? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization is not subject to the A-133, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements.  If no, attach a copy of the most recently prepared financial statements including a balance sheet, income statement, statement of cash flows and a description of the source of the documents.	<input type="radio"/> YES <input type="radio"/> NO
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted	
5. Has your organization received funding from the Governor's Office for Children, Youth and Families within the past two years? If yes, specify the grant contract numbers: _____ _____ _____ _____	<input type="radio"/> YES <input type="radio"/> NO
6. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
7. If you answered YES to question #6, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other. Specify: _____	
8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

## **B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system?	<ul style="list-style-type: none"><li>○ Manual</li><li>○ Automated</li><li>○ Combination</li></ul>
2. How frequently do you post to the General Ledger?	<ul style="list-style-type: none"><li>○ Daily</li><li>○ Weekly</li><li>○ Monthly</li><li>○ Other</li></ul>
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using an indirect cost plan/rate need to <b>attach</b> a copy of the methodology and calculations in determining the rate.	<ul style="list-style-type: none"><li>○ Direct Charges</li><li>○ Utilizing an Indirect Cost Allocation Plan or Rate</li></ul>

## **C. INTERNAL CONTROLS**

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
3. Are all accounting entries and payments supported by source documentation?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Are cash or in-kind matching funds supported by source documentation?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Are employee time sheets supported by appropriately approved/signed documents?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>

## **D. PROCUREMENT**

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
3. Does the organization complete some level of cost or price analysis for every major purchase?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Does the organization maintain a system of contract administration to ensure Sub-grantee conformance with the terms and conditions of each contract?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Does the organization maintain written procurement policies and procedures?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>

### **E. CONTACT INFORMATION**

Please indicate the following information. In the event that the Governor's Office for Children, Youth and Families has questions about this survey, this individual will be contacted.

Prepared By: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

### **F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Sub-grantee has accepted the responsibility of maintaining the financial systems.

\_\_\_\_\_  
Signature

### **G. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

COMMENTS:

## **EXHIBIT J**

### **ASSURANCES for NON-CONSTRUCTION PROGRAMS**

OMB Approval No 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. §2000d), and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart C; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), and the Department of Justice implementing regulations at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex in educational programs; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and disability in the delivery of services and employment practices (29 U.S.C. §794), and the Department of Justice implementation regulations at 28 C.F.R. Part 42, Subpart G; (d) Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. §12132), and the Department of Justice implementing regulations at 28 C.F.R. Part 35; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107) and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart I, which prohibit discrimination on the basis of age in the delivery of services; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (j) the DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using Department of Justice funding on inherently religious activities (28 C.F.R. Part 38); (k) the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. §3789d(c)(1)), and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart D; (l) the confidentiality requirements of 42 U.S.C. §3789g and the Department of Justice implementing regulations at 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of the Department of Justice implementing regulations at 28 C.F.R. Part 22 and, in particular, §22.23; and (m) the requirements of the Department of Justice implementing regulations at 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board Approval, if appropriate, and subject informed consent; (n) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (o) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of

persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air ) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



## EXHIBIT K

### Civil Rights Compliance Checklist

Requirement	Yes	N/A	No	Comments
An Equal Employment Opportunity Plan in accordance with 28 C.F.R §§42.301-.308 on file	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date prepared</i>
EEOP short form submitted to OCR, DOP and DOJ if required	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date submitted</i>
Certification form to OCR for partial or complete exemption from EEOP submitted	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date submitted</i>
Agency notifies participants of non-discrimination on basis of race, color, national origin, religion, sex, disability and age	<input type="checkbox"/>		<input type="checkbox"/>	<i>Method of notification</i>
Agency notifies employees of non-discrimination on basis of race, color, national origin, religion, sex, disability and age	<input type="checkbox"/>		<input type="checkbox"/>	<i>Method of notification</i>
Written policies/procedures for filing discrimination complaints with GOCYF or OCR are in place	<input type="checkbox"/>		<input type="checkbox"/>	<i>Provide a copy if available</i>
Does the agency have 50 or more employees and receive more than \$25,000?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a and b</i>
a. Grievance procedures implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G has been adopted	<input type="checkbox"/>		<input type="checkbox"/>	
b. Prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G Compliance Coordinator has been designated	<input type="checkbox"/>		<input type="checkbox"/>	
Is the agency operating an education program or activity?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a, b, and c</i>
a. Procedures for prompt and equitable resolution of Title IX of the Education Amendments of 1972, found at 28 C.F.R, Part 54 have been adopted (discrimination on the basis of sex)	<input type="checkbox"/>		<input type="checkbox"/>	

b. Compliance coordinator with prohibitions against sex discrimination contained in 28 C.F.R., Part 54 has been designated	<input type="checkbox"/>		<input type="checkbox"/>	
c. Notifies applicants for admission and employment, students, and parents of non-discrimination on the basis of sex in its educational programs or activities	<input type="checkbox"/>		<input type="checkbox"/>	
Has the agency received any findings of discrimination by a federal or state court, or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex in the past?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a</i>
a. Did the agency comply with requirement to submit findings to the OCR?	<input type="checkbox"/>		<input type="checkbox"/>	
Has the agency taken steps to provide access to programs/activities to those with limited English proficiency?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a</i>
a. Have written policies and procedures on providing language access services been developed?	<input type="checkbox"/>		<input type="checkbox"/>	
Does the agency provide training for employees on requirements under federal civil rights laws?	<input type="checkbox"/>		<input type="checkbox"/>	
Does the agency conduct religious activities?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a, b, c and d</i>
a. Are religious services provided to everyone regardless of religion or religious belief?	<input type="checkbox"/>		<input type="checkbox"/>	
b. Are federal funds used to conduct inherently religious activities?	<input type="checkbox"/>		<input type="checkbox"/>	
c. Are inherently religious activities kept separate in time or place from federally-funded activities?	<input type="checkbox"/>		<input type="checkbox"/>	

## EXHIBIT L

### Goals and Performance Measures

In the table below, state the goal(s) that will address the identified problem/need.

Goal 1	
Goal 2	
Goal 3	

In the table below provide at least two output and two outcome measures. The selected performance measures must demonstrate results of the expansion and/or enhancement, not the entire program.

ACTIVITY	PERFORMANCE MEASURE	DEFINITION	OBJECTIVE	GOAL # (Goal must be listed in above table)	EXPLAIN HOW THE PERFORMANCE MEASURE DEMONSTRATES PROGRESS TOWARD THE GOAL
<i>Example:</i> <b>Activity 1: Train program staff</b>	<b>Output 1:</b> Number of hours of program staff training provided	The number of training hours provided to staff during the reporting period. Training includes in-house and external trainings.			
	<b>Outcome 1:</b> Number and percent of parents exhibiting desired change in parenting skills	The number and percent of parents who have exhibited a desired change in parenting skills during the reporting period. Self-report or staff ratings are the			

		<i>most likely data sources.</i>			
<b>Activity 2:</b>	<b>Output 2:</b>				
	<b>Outcome 2:</b>				

## **EXHIBIT M**

### **Implementation Plan**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested. Sequentially list the key tasks and activities needed to implement the strategies/approaches including timelines and responsibilities as they relate to the achievement of the task. In the final column, list how the effectiveness of the implementation will be measured (e.g. number of participants attending/completing, participant satisfaction, adequacy of resources, timely completion of activities, etc.)

**Note:** In addition to listing activities necessary to implementing the strategies/approaches or proven program, include the activities necessary to implementing the sustainability plan as outlined in the *Sustainability* section.

STRATEGY	KEY TASK	ACTIVITIES	PERSON RESPONSIBLE	BY WHEN	AS MEASURED BY

## Attachment A – Sample Certificate of Insurance

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury  Per Person  Each Occurrence  Property Damage  OR  Bodily Injury and  Property Damage  Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date

Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**END OF SOLICITATION**  
**CJ-CSG-13-3365-00**